



*Timothy J. Hanney*

**SECOND AMENDMENT TO  
DECLARATON OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PINESTONE RESIDENTIAL NEIGHBORHOOD**

**Deed Book 2654 at Page 5057**

**Deed Book 2661 at Page 2643**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Pinestone Residential Neighborhood (this "Second Amendment") is made as of the 30 day March, 2023 by ROEH LLC, a South Carolina limited liability company ("Declarant").

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Pinestone Residential Neighborhood, made by Declarant, dated as of April 19, 2022 was recorded in the Office of the Register of Deeds for Greenville County, South Carolina on April 19, 2022 in Deed Book 2654 at Page 5057 (the "Original Declaration"); and

WHEREAS, the Original Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Pinestone Residential Neighborhood, was recorded June 29, 2022 in the Deed Book 2661 at Page 2643 of aforesaid records (the "First Amendment", together with the Original Declaration, the "Declaration"); and

WHEREAS, pursuant to its rights reserved in Section 14.5 of the Declaration, Declarant desires to amend the Declaration to: (a) reserve easements under certain of the Townhome Units for the location of utility lines for the benefit of other Townhome Units within the same Townhome Building; and (b) to address the respective rights and obligations of the Owners of the affected Townhome Units,

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings thereto ascribed in the Declaration.
2. Article 12 of the Declaration shall be amended to include the following provision as a new Section 12.7:

There shall be, for the benefit of each Townhome Unit (for purposes of this Section 12., the "Benefited Townhome Unit"), an easement reserved under and over the other Townhome Units within the same Townhome Building for the location, operation, and maintenance of power and/or other utility lines and meters serving the Benefited Townhome Unit, to the extent the same are installed under and/or attached to such other Townhome Units in the same Townhome Building during construction thereof (the "Townhome U/G Utility Lines"). Inspection, maintenance, repair and/or replacement

of the Townhome U/G Utility Lines shall be conducted only by appropriate and reputable third-party service providers licensed and insured in South Carolina. The easement for maintenance of the Townhome U/G Utility Lines shall also include an easement to enter onto the property of the Townhome Unit to which the main utility line runs for the respective Townhome Building (the "First-in-Line Townhome Unit") in order to access the applicable Townhome U/B Utility Lines; provided, however, nothing herein shall operate to grant to or reserve for any other party the right to enter the interior of a Townhome in connection with the maintenance, repair and/or replacement of the Townhome U/G Utility Lines or any portion thereof. Owners of First-in-Line Townhome Units shall not block by fencing, vegetation, or otherwise such main utility line and/or the connection of the same and the Townhome U/G Utility Lines. The Owner of the Benefited Townhome Unit shall provide reasonable notice to the Owner of the First-in-Line Townhome Unit of maintenance to the U/G Utility Lines, as is reasonably practicable, provided no prior notice shall be required in the event of emergency. The Owner of the Benefited Townhome Unit shall indemnify and hold harmless the Owner of the First-in-Line Townhome Unit and the Owners of the other Townhome Units within the Townhome Building for any damage caused to such Townhome Unit(s) in connection with the maintenance, repair and/or replacement of the Townhome U/G Utility Lines engaged by the Owner of the Benefited Townhome Unit.

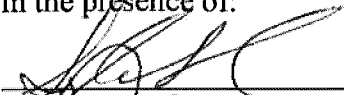
3. Other than as specifically set forth in this Second Amendment, the Declaration shall remain in full force and effect.


4. The McCarty & Guy Owner hereby consent to the foregoing with respect to any McCarty & Guy Townhome Units which have been sold by Declarant to the McCarty & Guy Owner prior to the date hereof.

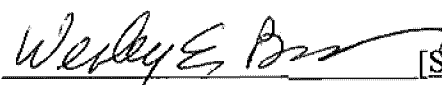
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Signature Page Follows*

**IN WITNESS WHEREOF**, the undersigned, as the Owner of Lot 52, joins in the execution of this Second Amendment to subject such property to the terms and conditions of this Second Amendment.

Signed, Sealed and Delivered  
in the presence of:

  
\_\_\_\_\_  
Witness #1

  
\_\_\_\_\_  
Witness # 2 / Notary

  
\_\_\_\_\_  
Wesley E. Brown [SEAL]

  
\_\_\_\_\_  
Clare S. Brown [SEAL]

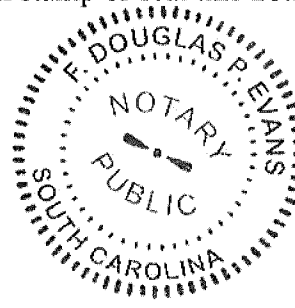
**STATE OF SOUTH CAROLINA**

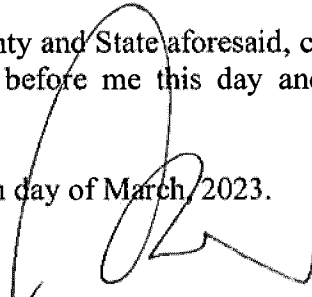
**ACKNOWLEDGMENT**

**COUNTY OF GREENVILLE**

I, the undersigned Notary Public of the County and State aforesaid, certify that Wesley E. Brown and Clare S. Brown personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 28th day of March, 2023.




  
\_\_\_\_\_  
Notary Public for South Carolina  
Print Name: F. Douglas P. Evans  
My Commission Expires: 4/06/2031

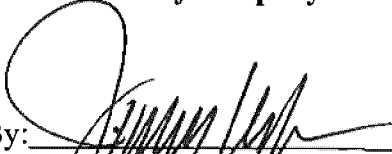
IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed under its hand and seal as of the date first above written.

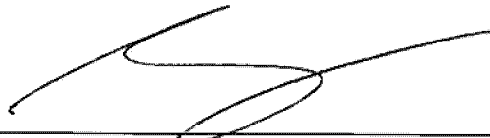
**DECLARANT:**

Signed, Sealed and Delivered  
in the presence of:

**ROEH LLC, a South Carolina  
limited liability company**

  
\_\_\_\_\_  
Witness # 1

By:  \_\_\_\_\_ [SEAL]  
Name: Jimmy Wilson  
Its: Manager

  
\_\_\_\_\_  
Witness # 2 / Notary

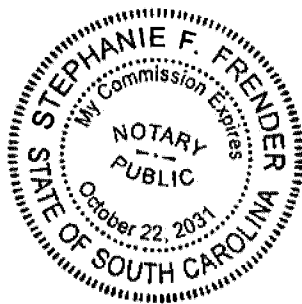
**STATE OF SOUTH CAROLINA**


**ACKNOWLEDGMENT**

**COUNTY OF GREENVILLE**

I, the undersigned Notary Public of the County and State aforesaid, certify that Jimmy Wilson, as Manager of ROEH LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 30 day of March, 2023.



  
\_\_\_\_\_  
Notary Public for South Carolina  
Print Name: Stephanie F. Frender  
My Commission Expires: 10/22/2031

**ACKNOWLEDGED AND AGREED TO BY THE McCARTY & GUY TOWNHOME UNIT OWNER WITH RESPECT TO THE McCARTY & GUY TOWNHOME UNITS:**

Signed, Sealed and Delivered  
in the presence of:

**PINESTONE TOWNHOME OWNER, LLC,  
a Delaware limited liability company**

Bruce L. Pasnet  
Witness # 1

By: [Signature] [SEAL]

Name: D. Benjamin Graves

Melinda A. Williams  
Witness # 2 / Notary

Its: Manager

STATE OF South Carolina  
COUNTY OF Spartanburg

**ACKNOWLEDGMENT**

I, the undersigned Notary Public of the County and State aforesaid, certify that D. Benjamin Graves, as manager of Pinestone Townhome Owner, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 9<sup>th</sup> day of March, 2023.

Melinda A. Williams  
Notary Public for South Carolina  
Print Name: Melinda A. Williams  
My Commission Expires: 10/17/2026

CONSENT AND SUBORDINATION

Bank of Travelers Rest (“Lender”) is the holder of the following security instruments granted or made by ROEH LLC, a South Carolina limited liability company (“ROEH”), recorded in the Register of Deeds Office for Greenville County, South Carolina (collectively, the “Security Documents”):

Mortgage recorded April 19, 2022 in Mortgage Book 5687 at Page 2193

Assignment of Leases and Rents recorded April 19, 2022 in Deed Book 2654 at Page 5101

Mortgage recorded June 30, 2022 in Mortgage Book 5698 at Page 3711

Assignment of Leases and Rents recorded June 30, 2022 in Deed Book 2661 at Page 3907

As the holder of the Security Documents, Lender hereby consents to the terms of this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Pinestone Residential Neighborhood (the “Second Amendment to CCRs”) and subordinates and makes inferior the terms of the Security Documents to the terms of this Second Amendment to CCRs.

IN WITNESS WHEREOF, Lender has executed and sealed this Consent and Subordination to Second Amendment to CCRs as of the 30 day of March, 2023.

LENDER:

Signed, Sealed and Delivered  
In the Presence of:

Bank of Travelers Rest

[Signature]  
Witness # 1

By: Elizabeth S Steifle

[Signature]  
Witness # 2 / Notary

Name: [Signature]

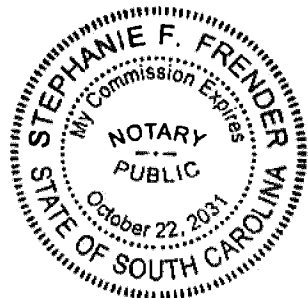
Title: SVP

STATE OF South Carolina  
COUNTY OF Greenville

**ACKNOWLEDGMENT**

I, the undersigned Notary Public of the County and State aforesaid, certify that Elizabeth S. Steifle, as Senior Vice President of Bank of Travelers Rest, a South Carolina Corporation, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 30 day of March, 2023.



[Signature]  
Notary Public for South Carolina  
Print Name: Stephanie F Frender  
My Commission Expires: 10/22/2031